

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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MARK EDWARDS,

Plaintiff,

-against-

MEMORANDUM & ORDER  
05-CV-5427 (JS) (GRB)

LT. SCHOENIG, SGT. STASKY,  
C.O. GARAFOLO, C.O. RANT, C.O.  
ARMINI, C.O. WHITE, C.O. PU,  
C.P. ROMAN, C.O. B. SHEFTIC,  
NASSAU COUNTY UNIVERSITY MEDICAL  
CENTER, and NASSAU HEALTH CARE  
CORP. s/h/a NASSAU UNIVERSITY  
MEDICAL CENTER,

Defendants.

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APPEARANCES

For Plaintiff: Mark Edwards, pro se  
05-A-1980  
Auburn Correctional Facility  
P.O. Box 618  
Auburn, New York 13021

For Defendants: Liora M. Ben-Sorek, Esq.  
Nassau County Attorney's Office  
One West Street  
Mineola, New York 11501

Alexander V. Sansone, Esq.  
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382 Rosevale Avenue  
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SEYBERT, District Judge:

Pending before the Court is Magistrate Judge Gary R. Brown's Report and Recommendation ("R&R"), recommending that the Court enforce the terms of a binding settlement agreement placed on the record during a January 5, 2015 conference. (Docket Entry 155.)

For the following reasons, the Court ADOPTS Judge Brown's R&R in its entirety.

#### BACKGROUND

This action was commenced by Mark Edwards ("Plaintiff") on November 9, 2005 pursuant to 42 U.S.C. § 1983 against Lt. Schoenig, Sgt. Stasky, C.O. Garafolo, C.O. Rant, C.O. Armini, C.O. White, C.O. Pu, C.O. Roman, C.O. Sheftic (collectively "County Defendants"); Nassau University Medical Center, and Nassau Health Care Corporation (collectively the "Medical Defendants"). (Compl. ¶ 1.)

A jury trial was scheduled to begin on January 14, 2015. (December 5, 2014 Electronic Order.) Before trial, however, the parties reached a settlement agreement on the record during a conference before Judge Brown. (January 5, 2015, Minute Order.) In exchange for dismissing the case, Defendants agreed to pay Plaintiff \$15,000, consisting of \$14,000 to be paid by the County Defendants, and \$1,000 to be paid by the Medical Defendants. (January 5, 2015, Minute Order; R&R at 2.) After the settlement agreement was memorialized on the record, Defendants forwarded a written version of the agreement to Plaintiff for his review and signature. (See Mar. 2, 2015 Ltr., Docket Entry 152.) But Plaintiff claimed that Defendants added language to the agreement releasing Defendants from liability in an unrelated case and waiving the timely execution of the payment. (See Edwards Decl., Docket Entry 154.)

By letter dated March 2, 2015, Defendants sought an Order compelling Plaintiff to execute the settlement agreement forwarded to him. (Mar. 2, 2015 Ltr.) In response, Plaintiff sought to increase the settlement amount from \$15,000 to \$20,000. (R&R at 4.) On April 2, 2015, Judge Brown issued his R&R sua sponte recommending that the Court enforce the settlement agreement that was reached on the record during the January 5, 2015 conference. (R&R at 8.)

#### DISCUSSION

In reviewing an R&R, a district court "may accept, reject, or modify, in whole or in part, the findings and recommendations made by the magistrate judge." 28 U.S.C. § 636(b)(1)(C). If no timely objections have been made, the "court need only satisfy itself that there is no clear error on the face of the record." Urena v. New York, 160 F. Supp. 2d 606, 609-10 (S.D.N.Y. 2001) (internal quotation marks and citation omitted).

Objections were due within fourteen days of service of the R&R. The time for filing objections has expired, and no party has objected. Accordingly, all objections are hereby deemed to have been waived.

Upon careful review and consideration, the Court finds Judge Brown's R&R to be comprehensive, well-reasoned and free of clear error, and it ADOPTS the R&R in its entirety.

CONCLUSION

Judge Brown's R&R (Docket Entry 155) is ADOPTED in its entirety and the parties are HEREBY ORDERED to comply with the terms of the settlement they reach on the record on January 5, 2015. Defendants are ORDERED to pay Plaintiff \$15,000, consisting of \$14,000 to be paid by the County Defendants, and \$1,000 to be paid by the Medical Defendants. The Clerk of the Court is directed to enter judgment in Plaintiff's favor in the amount of \$15,000. Defendants shall make the \$15,000 payment to Plaintiff within ninety (90) days after entry of judgment. This case is DISMISSED WITH PREJUDICE and the Clerk of the Court is directed to mark this matter CLOSED.

SO ORDERED.

/s/ JOANNA SEYBERT  
Joanna Seybert, U.S.D.J.

Dated: July 16, 2015  
Central Islip, NY